RFP for selection of an agency for providing Dashboard and Program Management (IT) services for Bruhat Bengaluru Mahanagara Palike (BBMP)

Bruhat Bengaluru Mahanagara Palike,
Bengaluru – 560002

Table of Contents

LETTER OF INVITATION....3
Overview of BBMP....5
1. Scope of work....7
2. Bidding details....10
3. Deliverables, Timelines, Payment....20
4. General Terms and Conditions....21
5. Service Level Agreement (SLA)....29
6. Resource Deployment....30
Appendix-1 – Covering Letter....31
Appendix-2 – Turnover Details....33
Appendix–3 – Financial Bid Format....34
Appendix–4 – Undertaking on being not blacklisted....35
Appendix–5 – Format for Declaration of Acceptance of Terms and Conditions in RFP....36
Appendix–6 – Format for Undertaking on litigation(s)....37
Appendix-7 – Details about the bidder....38
Appendix–8 – Format of Performance Bank Guarantee....39

LETTER OF INVITATION

Date

Dear Service Provider

1. Bruhat Bengaluru Mahanagara Palike (BBMP) invites Proposals from eligible firms for providing Dashboard and Program Management (IT) Services. More details on the Services are provided in the RFP.

2. The Agency will be selected based on the Technical and Financial capabilities as described in this RFP for a period of one year.

Yours sincerely,

[*Signature, name, and ...position of firm's representative*]

IMPORTANT DATES

Last date and time for submission of tender	26-11-2024 before 16.00 hrs.
Date and time for Opening of Technical bid	27-11-2024 after 16.05 hrs
Pre-bid Meeting: Prospective bidders, interested to participate in the pre-bid meeting, are requested to submit their queries / suggestions 48 hours prior to scheduled pre-bid meeting through email	21-11-2024 before 16.00 hrs.
Link for attending pre-bid meeting, opening of technical bids	
Type of Tender	Selection of Agency for Dashboard and Program management (IT) services for BBMP
Earnest Money Deposit (EMD)	Rs. 2,00,000/-
Contact person (BBMP officer for writing the queries)	Executive Engineer infra RI

Overview of BBMP

The Bruhat Bengaluru Mahanagara Palike (BBMP) is the municipal corporation responsible for the administration of the city of Bengaluru, Karnataka. BBMP is spread across 741 sq.km, with a population of approximately 13 million. Its boundaries have expanded more than 10 times over the last six decades.

Within Bruhat Bengaluru Mahanagara Palike there are sub departments to administer the civic and infrastructural requirements. Accounts, Administration, Advertisement, Animal Husbandry, Education, Engineering, Estate, Finance, Forest, Health, Horticulture, IT, Lakes, Markets, Legal, Revenue, Town Planning, Solid Waste Management, Storm Water Drains.

Bruhat Bengaluru Mahanagara Palike (BBMP) has various online and offline processes to facilitate different civic services. Here are some common applications or services that municipal corporations often offer:

1. Property Tax Payment : Online platforms or mobile applications for property owners to pay property taxes.
2. Birth and Death Certificates: Online applications for obtaining birth and death certificates.
3. Trade License Application: Businesses can apply for trade licenses through online portals.
4. Building Plan Approval: Online submission of building plans and applications for construction approvals.
5. Solid Waste Management Services: Applications for waste collection, segregation, and disposal services.
6. Online Grievance Redressal (Sahayaa 2): Platforms for residents to submit and track grievances related to civic issues.
7. Crematorium : Booking services for cremations
8. Integrated Finance management System (IFMS) - In the absence of an ERP, this application is used by BBMP to carry out important tasks of approving important works, capturing receipts/revenues for BBMP and salary disbursements.
9. GEPTIS – GIS based property taxation system
10. HRMS - Payroll related activities for its offices (about 600 offices) spread all over Bengaluru.

There are many other initiatives by BBMP such as below:

1. Public Health Services: related to health services, vaccination, and disease control.
2. Parking Permits: parking permits and related services.

3. Community Halls and Event Spaces Booking: booking community halls or public spaces for events.
4. Street Lighting Issues: Reporting and tracking applications for issues related to street lighting.
5. Building Demolition Permissions: Applications for obtaining permissions for building demolitions.
6. Court Case monitoring System : Application to monitor all the ongoing court cases, timely status of the cases.
7. OFC approval system : Approval, track and monitor the OFC laying activities.
8. Lake Monitoring System : monitor the activities of Lake
9. Park Monitoring System : monitor the activities of Park
10. Indira Canteen : monitor all the Indira Canteens in the city.
11. QR code based Road History : enabling BBMP Engineers to record road work related information for each and every road under BBMP jurisdiction
12. BBMP undertakes many development projects, Works Monitoring System should be included in the Dashboard for progress monitoring.

BBMP aims to establish a Program management Unit (PMU) for assisting in increasing the effectiveness and efficiency of the BBMP, through involvement of team.

The firm is expected to implement a robust Dashboard and effectively manage and implement technology driven initiatives through a Program Management Unit (PMU). BBMP handles a wide range of services from waste management to public facility management, integrating IT solutions can significantly enhance effectiveness in citizen services. The PMU Team shall ensure the projects are planned, executed and monitored systematically through comprehensive Dashboard, reducing the risk of delays and cost overruns. It also facilitates better coordination among various departments within BBMP, ensuring that technology solutions are aligned with the overall strategic goals of BBMP.

The agency shall help in adopting best practices and standards in project management, which is crucial for the successful deployment of complex IT systems. The team will be involved in exploring new technologies and methodologies, helping the BBMP stay ahead in the digital transformation journey. This not only improves the quality of services provided to citizens but also enhances transparency and accountability in BBMP’s operations

1.Scope of work

Scope of Work of the Agency

BBMP is currently having Accounts, Administration, Advertisement, Animal Husbandry, Education, Engineering, Estate, Finance, Forest, Health, Horticulture, IT, Lakes, Markets, Legal, Revenue, Town Planning, Solid Waste Management, Storm Water Drains departments managing multiple projects. In this regard, BBMP aims to establish an Program Management Unit (PMU) for assisting in increasing the effectiveness and efficiency of the BBMP, through the development of a Dashboard to monitor the progress of all the projects currently running in the various departments.

The IT PMU will be responsible for designing and supporting the implementation of a comprehensive and robust dashboard for BBMP. The dashboard should provide real-time, meaningful insights into the progress of schemes, fund allocations, and project milestones in alignment with the overall Action Plan. It should offer modern graphical representations with features such as alerts and notifications to highlight critical issues or flags requiring immediate attention.

The dashboard will be designed to generate customized, easy-to-download reports, providing data-driven support for decision-making across various key parameters. This should enable BBMP leadership to monitor progress of projects efficiently and take timely, informed actions based on the insights provided.

Track-1			
Sr No	**Item Description**	**Timeline**	**Scope**
1	Initial system study and preparation of Functional Requirement Specification (FRS) for an integrated dashboard	T +30 days	**Study of Existing Systems and Preparation of FRS** Conduct a study of the current IT systems to understand their current scope, alignment with projects/ department, data capture mechanism etc. This includes tasks such as — Stakeholder engagement within BBMP, IT teams, and end-users to understand their perspectives on current system performance and challenges. — Conduct an in-depth review of all existing IT systems in BBMP — Evaluating alignment of each system with the current BBMP’s needs and future aspirations — Identify areas where IT systems are not

			meeting BBMP's needs or where there are unaddressed pain points. — Identifying gaps in terms of functionality, performance, user experience, scalability, security and inefficiencies in the current systems. — Assess the system's ability to migrate, integration with new or emerging technologies — Department wise project list, data requirements, KPIs, monitoring template FRS shall include above mentioned project-wise system study and list of priority projects to the BBMP
2	Software Requirements Specification (SRS) and Software Design Document (SDD)	T + 45 days	**Prepare SRS and SDD shall include** — Preparation of foundational documents for development. — Architectural Design, Database design, API and Interface Design, Technology Stack and Tools, Security design etc
3	Develop the Dashboard Solution and host in KSDC	T+ 120 days	**Dashboard solution** — Create wireframes and prototypes to define UI UX of the dashboard. — Connect dashboard to data sources, ensuring smooth data extraction. — Build interactive functionalities such as filtering, sorting and drill-down capabilities, ensuring a seamless user experience. — Develop data visualization like charts, graphs and tables — Role based access control feature — Platform Testing, UAT — Hosting environment setup in KSDC and security compliance to MeitY, Cert-IN, ISO 27001 standards, NCIIPC Guidelines etc — Custom built Reports for leadership and other purposes of BBMP officials *It is essential for the team to demonstrate measurable progress on the Dashboard, with a target of achieving 20% work completion every 30 days in this item. This progress should encompass both high-priority and easier to complete projects of BBMP.*
4	Capacity	T+145	**Training**

	building & Training of the department to use the solution	days	— Identify users/Spoc of each department — Create training programs / modules using specific manuals and hands on workshops. — Conduct training for the identified users in BBMP *The dashboard is expected to provide easy downloadable reports, provide data driven insights for Analysis, policy decisions for BBMP leadership and real time graphical representation of the data to provide alerts on the progress/ trends.*
5	Programme management	Continuous from T+365 days	Support in maintenance of the Dashboard solution. Support BBMP commissioner and line department heads to document project progress review through the Dashboard. **Handling other activities:** Onboard of various new projects. The team is expected to prioritize the most critical IT projects and establish a rolling plan for implementing solutions, ensuring that each project delivers measurable progress every 1-2 months. This shall include Project specific activities such as Requirement gathering, DPR preparation as required, FRS, Design document, viability Report etc. The procurement shall include — Bid Management for a project — Preparation of EoI/ RFP/ RFQ — Assistance in response to pre-bid queries — Assistance in issuance of corrigendum etc. — Technical evaluation of bids — Commercial evaluation of bids — Recommendations regarding selection of agency — Assistance regarding preparation/signing of contract, SLAs monitoring and progress tracking, Reporting Regular 1–2-month project progress reports showcasing deployed solutions that address critical BBMP needs.

The initial study, Dashboard implementation and program management should be executed concurrently, with resources assigned to each area to ensure tangible results.

The initial contract period will be for 12 months. It is extendable for further 12 months on mutual consent.

2.Bidding details

The tender calls for RFP for selection of an agency for implementing Dashboard and providing Program Management (IT) services for BBMP, as per the scope of work indicated in the RFP. Partial offers are liable for rejection. Firms which fulfil the technical criteria specified in this RFP can bid for this tender.

2.1 Tender Processing Fee and Download of Tender Document

Bidder can download the tender document free from the Karnataka Public Procurement portal **(https://kppp.karnataka.gov.in)** till the due date and time for bid submission. Any interested bidder shall pay tender processing fee prescribed in the Karnataka Public Procurement portal to participate in this tender. The tender processing has to be paid through any of the five e-payment options in the portal:

- Credit Card
- Direct Debit
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) – designated ICICI bank branches located across the country
- Net banking

Please note that payments submitted through cheque or demand draft shall not be accepted. Further details regarding e-Payment, please refer to Karnataka Public Procurement portal at the above mentioned website or call Karnataka Public Procurement helpdesk.

Note: It will be in the interest of the bidders to familiarize themselves with the Karnataka Public Procurement portal to ensure smooth preparation and submission of the tender documents and the bid well within the bid submission time and date. BBMP shall not be responsible for non-submission of bids by any bidder due to either technical reasons or due to non-compliance by the bidder to the process requirements for submission of valid bids on the Karnataka Public Procurement portal.

2.2 Modes of Submission

All interested bidders shall pay EMD and Tender Processing fee and submit their proposals electronically on the Karnataka Public Procurement portal.

Bids shall be submitted only through the Karnataka Public Procurement portal before the scheduled date and time for bid submission. Bids submitted after the due date and time will not be considered and BBMP will not be liable or responsible for any delays due to unavailability of the

portal and/or the connectivity or any technical issues. Bidders are advised to get familiar with the bid submission on the Karnataka Public Procurement portal and ensure that the bids are submitted well in advance to prevent any last minute glitches.

2.3 Earnest Money Deposit (EMD)

The Bid shall contain EMD amount of Rs. **2,00,000/- (Rupees Five Lakhs only)** and shall be paid through any of the five e-payment options in the portal:

- Credit Card
- Direct Debit
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) – designated ICICI bank branches located across the country
- Net banking

Note: Please note that the bids submitted without prescribed EMD and applicable tender processing fee are liable for rejection by the Karnataka Public Procurement portal. Karnataka Public Procurement portal will deny submission of the bid without submitting the EMD Deposit and it will take min 2-3 days for confirmation from the bank regarding the EMD realization.

Please note that payments submitted through cheque or demand draft shall not be accepted. For further details regarding e-Payment, please refer to Karnataka Public Procurement portal.

The bidder shall be disqualified if the bids are not accompanied by the prescribed EMD and the Tender processing fees.

The EMD of the unsuccessful Bidder/s will be discharged / returned as promptly as possible, within 60 days after the award of the contract to the successful bidder, after submission of performance bank guarantee.

No interest will be payable by the Government on the amount of the EMD.

The EMD may be forfeited:

a) If a bidder withdraws the bid or increases the quoted prices during the period of bid validity, or its extended period, without the explicit consent of the department, or

b) In case of successful bidder, the bidder fails within the specified time limit to:
   - Sign the Agreement or,
   - Furnish the required Performance Bank Guarantee

2.4 Authentication of Bid

The response bid shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The letter of authorization shall be supported by a written power-of-attorney accompanying the bid.

2.5 Clarification on Tender Document

Any prospective bidder requiring any clarification on the RFP Document may submit the queries, in writing, at the mailing address provided in this RFP and as per schedule indicated in Karnataka Public Procurement portal. The queries must be submitted in the following format only to be considered for clarification:

Sl. No	Section No./ Clause No.	Page No.	Reference/ Subject	Clarification Sought
..	..	..	..	..

BBMP, GoK will respond to any request for clarification on the Tender Document, received not later than the dates prescribed in Karnataka Public Procurement portal. Clarifications (including the query but without identifying the source of inquiry) will be uploaded on the Karnataka Public Procurement portal for the information of the prospective bidders.

2.6 Language of Bids

Bids submitted by the bidder and all the correspondence and documents relating to the bids exchanged between the bidder and the BBMP, GoK shall be in English language. Any printed literature furnished by the bidder may be written in another language so long the same is accompanied by a duly attested English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

This bid should be filed in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

2.7 Amendment of Tender

a) At any time prior to the last date for receipt of Bids, BBMP, GoK, may for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender conditions/requirements by issuing an addendum/corrigendum. Any such amendment/s issued read along with the original Tender document will constitute Revised Tender.
b) Any addendum/corrigendum will be uploaded on the Karnataka Public Procurement portal. Prospective Bidders are requested to visit the Karnataka Public Procurement portal frequently to check for any amendments.

2.8 Firm Prices & Discount

The prices quoted as part of the financial proposal must be firm and final and shall not be subject to any escalation, on any account whatsoever, till the expiry of the contract period.

2.9 Bid Validity Period

a) Period of Validity of Bids
   Bids shall remain valid for 180 days after the date of opening of the bids prescribed by the BBMP, GoK. **A bid valid for a shorter period may be rejected as non-responsive**.
b) Extension of Period of Validity
   In exceptional circumstances, the BBMP, GoK may request the bidder(s) for an extension of the period of validity of the bid. The request and the responses thereto shall be made in writing (or by email). In such cases the validity of EMD shall also be suitably extended by the bidder.

2.10 Subcontracting or Subletting of Work

Any Sub Contracting or subletting of work under the contract is not permitted.

2.11 Consortium Bids

The bidder is NOT allowed to form Consortium of any nature whatsoever to perform/provide the Services as specified under this RFP.

2.12 Contacting the BBMP, GoK

No bidder shall contact the BBMP, GoK on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the BBMP, GoK, it should be done in writing.
BBMP, GoK, however, may seek additional information/ clarification on the documents submitted by the bidder. Such call for clarification shall be in writing.

2.13 BBMP, GoK's Right to Accept Any Bid and to reject any or All Bids

a) The BBMP, GoK reserves the right to reject any bid and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the BBMP, GoK's action.
b) The BBMP, GoK reserves the right to negotiate the commercials with the L1 bidder.

2.14 Financial Bid Details

a) The currency for the financial bid shall be Indian Rupees.
b) Bidders shall quote for the entire Project on a single responsibility basis on the following lines.
c) The bid shall be comprehensive and inclusive for all the services to be provided by the bidder as per scope of work. The payments shall be made to selected bidder on the basis of the bid and further negotiations between the department and the bidder only. No separate payment shall be made for services that are to be delivered by the bidder as part of scope of work for this project and the payment terms of the bidder.
d) The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of bids, if awarded. A bid submitted with an adjustable price quotation or conditional bid shall be rejected as non-responsive
e) Notwithstanding clauses 2.14(d) and 2.14(e), additional amounts resulting from increase in the rates of GST, as relevant for the project effective after the date of bid submission, would be paid separately by BBMP after calculating the difference resulting from such increase. Similarly if there is a reduction in rates of these taxes or any other applicable taxes, effective after the date of bid submission, BBMP shall reduce the amount payable by an amount saved because of such a reduction.

2.15 Bid Evaluation Process

BBMP may constitute a Tender Scrutiny Committee, which shall evaluate the bids submitted by the bidders for the compliance.

a) The bidder shall furnish the information required in the formats prescribed in the RFP. Required documents / templates for qualifying are summarized in section/s below. The bidder will be evaluated against the criteria given in this section and the bids that do not conform/comply to the requirements will be rejected.
b) BBMP, GoK will examine the bids to determine whether they are complete, whether required EMD has been furnished, whether the documents have been properly signed by authorised signatory, and whether the bids are generally in order and substantially responsive. In such bids, BBMP GoK may ask bidder(s) for additional information, visit to bidder’s site and/or arrange discussions with their professional, technical faculties to verify claims made in Technical evaluation bid documentation.
c) A bid determined as substantially not responsive is liable for rejection by BBMP, GoK.

Bidders meeting the compliance requirements on all the evaluation criteria will be qualified for next stage of evaluation.

2.16 Prequalification Criteria

Sl. No.	Criteria	Documents Required
1.	Submission of Covering letter as required in the given format	(Refer **Appendix-1**)
2.	Furnishing of the Power of Attorney	Power of Attorney executed by the bidder in favour of the Principal Officer or duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this Tender.
3.	The bidder should be a company registered under the Companies Act or LLP Act	Copy of Certificate of Incorporation should be provided.
4.	Bidder should hold valid GST certificate and Permanent Account Number (PAN)	Copy of Valid GST certificate and Permanent Account Number (PAN) should be provided.
5.	The bidder should have an annual turnover of at least 200 Crores, each year in last 3 years from IT services including consulting services i.e. 2021-22, 2022-23, 2023-24	Certified copy from Charted Accountant shall be provided as per the format given in **Appendix-2**
6.	The bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices or deficiencies of services or blacklisted with any of the Government Departments at the time of bidding.	A declaration signed by Authorized signatory shall be provided as per the format given in **Appendix–4**
7.	Submission of Declaration of Acceptance of Terms & Conditions to RFP in the given format	A declaration signed by Authorized signatory shall be provided as per the format given in **Appendix-5**
8.	Submission of Undertaking on litigation(s) in the given format	A declaration signed by Authorized signatory shall be provided as per the format given in **Appendix-6**

Sl. No.	Criteria	Documents Required
9.	The bidder should have experience in atleast 3 IT / e-Government initiatives for Government of Karnataka in the last 3 Financial years (2023-24, 2022-23, 2021-22)	Copies of PO/ Work order along with client certificate to be submitted as proof. In case of ongoing project CA certificate to be submitted of the payment collected.
10.	Experience in atleast One state level Dashboard engagements like CM dashboard / Planning Department of a State Government	Copies of PO/ Work order along with client certificate to be submitted as proof. In case of ongoing project CA certificate to be submitted of the payment collected.
11.	Bidder should have experience in Project/ Program Management (Preparation of DPR, Project Design, Bid Management, Vendor Management, Project Management,) for any State/Central Government departments in India, in last 3 Financial years (2022-23, 2021-22, 2020-21,)	Copies of PO/ Work order along with client certificate to be submitted as proof. In case of ongoing project CA certificate to be submitted of the payment collected.

The above Pre-Qualification criteria are required to be fulfilled for the bidder to qualify for the technical proposal evaluation.

Evaluation of the Technical proposal is indicated in the table below –

Technical Criteria

1. Average Annual turnover of the firm in last 3 financial years.		**Maximum Marks**
a) >500 Crs	15	
b) ≥ 300 and < 500 Crs	10	
c) ≥ 200 Crs and < 300 Crs	5	
		15
2. Agency having ISO certification (Bidders has to provide valid certificate copies)		
a) Agency having ISO certification 9001	1	
b) Agency having ISO certification 27001	2	
c) Agency having ISO certification 20000	2	

		5
3. The bidder should have experience in projects involving IT Services/ e-Governance, each of value more than Rs. 5 Cr, (each projects gets 2 marks), in India. Bidder has to provide WO/PO copies along with proof of having collected Rs 5 Cr		
Maximum 5 project = 10 marks	10	
		10
4. The bidder should have experience in projects involving IT Services/ e-Governance in Karnataka in the last 3 years (each projects gets 2 marks) Bidder has to provide WO/PO copies		
Maximum 5 projects = 10 marks	10	
		10
5. Experience in state level Dashboard engagements like CM dashboard / Planning Department of a State Government		
Maximum 3 project = 10 marks	10	
		10
5. Experience in providing IT PMU services in any of the Municipal bodies / Authorities in India in last 5 years. (each project gets 5 marks) Bidder has to be directly contracted by Municipal bodies / Authorities	10	
Maximum 2 project = 10 marks		**10**
5.Approach & Methodology		
a) Understanding and clarity of scope b) Framework and tools to be employed to meet the objectives c) Work Plan d) Risk Management and envisaged risk in the project and suggesting mitigation for the same. Learnings from past projects and challenges faced Project Plan, WBS, dependencies identified.		
		25
6.Manpower Deployment plan		
a) Project Manager with 10 years of experience • B.E/B.Tech with MBA – 1 mark	**5**	

• More than 10 years – 1 mark • Experience in Egov / IT PMU projects – 1 mark • Experience in Karnataka – 1 mark • Experience in working in Municipal corporations – 1 mark		
b) Business Analyst with 6 years of experience (1 people) • MCA/ MBA – 1 mark • More than 6 years – 1 mark • Experience in Egov / IT PMU projects – 1 mark • Experience in Karnataka – 1 mark • Experience in FRS/DPR preparations – 1 mark	**5**	
c) Consultant with 3 years of experience (1 people) • B.E / BTech – 1 mark • More than 3 years – 1 mark • Experience in Egov projects – 1 mark • Experience in Karnataka – 1 mark • Support experience in project management and documentation – 1 mark	**5**	
Maximum Marks		**15**
Total		**100**

It is mandatory to score marks in each of the above sections. The Technical score of the bidders would be calculated as per the criteria mentioned above. Bidders who achieve 75 or more marks will be considered for opening of their financial proposal.

It may be noted that Manpower deployment plan evaluation will be based on the CV's submitted as part of Technical Proposal.

2.17 Financial Bid Evaluation

The financial evaluation shall be done only for the technically qualified bidders from technical evaluation stage. The financial evaluation shall be done based on the details submitted by the bidder as per the format provided in **Appendix-3**

2.18 Award of Contract

The final score used for calculating the most responsive bid shall be calculated based on a **Quality Cum Cost based (QCBS)** evaluation as explained in this Annexure, following table shows the weightage to be used for calculating the total overall score of the bidders:

1. The evaluation will be in three stages i.e., Pre-Qualification, Technical Evaluation & Commercial of the proposal submitted by the bidders. The bidders will be shortlisted based on the Pre-Qualification criteria as given in this RFP document.
2. The bidders who qualify in Pre-Qualification evaluation will be eligible for opening of Technical Evaluation & also bidder should arrange for technical presentation.
3. The bidders must score a minimum of 75 marks in technical evaluation to be considered for Financial Evaluation as per the criteria.
4. The Qualifying Financial Proposals as per the criterion given above will be opened and evaluated as below:
   The commercial evaluation would be based on the cost of the services provided by the bidder in the commercial bid. The evaluation will be done taking the following components into consideration.
   Total evaluated bid value = X
   The commercial scores will be calculated as Fn = Fmin / Fb * 100
   Where,

   Fn - Normalized financial score of the bidder under consideration

   Fb - Evaluated cost for the bidder under consideration

   Fmin - Minimum evaluated cost for any bidder

   The overall score will be calculated as follows: - **Bn = 0.80 * Tn + 0.20* Fn** Where

   Bn - Overall score of bidders under consideration

   Tn - Pre-qualification cum Technical score for the bidder under consideration

   Fn - Normalized financial score of the bidder under consideration

   The bidder with the highest marks will be the L1 bidder.

2.19 Notification of Award

The acceptance of a tender, subject to contract, will be communicated through issue of LoI/PO. The successful bidder will be required to convey the acceptance of the LoI /PO within 10 days.

2.20 Signing of Contract

At the same time as the BBMP GoK notifies the successful bidder that its bid has been accepted, the BBMP GoK will send the bidder the Proforma for MSA Contract, incorporating all agreements between the parties. The successful bidder shall be required to enter into a contract within 15 days from the notification of award, including any agreements reached during the negotiation process, if any with BBMP GoK, as may be specified by BBMP GoK. This contract shall be on the basis of this document, the bid of the bidder/s, the letter of intent and such other terms and conditions as may be determined by BBMP GoK to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid and the acceptance thereof. The incidental expenses of execution of agreement / contract shall be borne by the successful bidder/s.

Note:

a) BBMP GoK reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder/s or any obligation to inform the affected bidder/s of the grounds for department’s action.

b) Failure of the successful bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award, in which event BBMP GoK may make the award to the next Best Value Bidder or call for new Bids.

3. Deliverables, Timelines, Payment

The payment milestones for Dashboard solution are as below:

Dashboard Development			
Sr No	**Description**	**Timeline**	**Payment**
1	Initial system study and preparation of Functional Requirement Specification (FRS) for an integrated dashboard	T +30 days	10% of total amount for Dashboard implementation
2	Software Requirements Specification (SRS) and Software Design Document (SDD)	T + 45 days	20% of total amount for Dashboard implementation
3	Develop the Dashboard Solution and host in KSDC as per the features of the Dashboard as agreed.	T+ 120 days	50% of total amount for Dashboard implementation
4	Capacity building & Training of the department to use the solution	T+145 days	20% of total amount for Dashboard implementation

The firm should ensure that a qualified solutioning and development team is onboarded to work remotely on completing the dashboard implementation within the specified timelines outlined in the table above.

Program Management			
Sl No	**Deliverable**	**Timelines**	**Payment**
1	Full time deployment of three resource (Project manager, Business Analyst, Consultant) as defined in the technical criteria and Submission of Monthly Progress Report covering all tasks specified in Scope of Services of the PMU and performance during the respective month	Before 10th of succeeding month	Monthly payment prorated for 12 months of the total PMU amount

The Program Management team, comprising of three full-time resources, will be deployed to oversee and manage all IT projects as outlined in the scope of work. The Project Manager will hold overall responsibility for the

delivery of the Dashboard and program management, as well as for monitoring the team’s performance.

4. General Terms and Conditions

4.1 One Proposal per Bidder

Each bidder shall submit only one proposal. The bidder who submits or participates in more than one proposal will be disqualified. Also bidders cannot associate with other bidders for submission of bid. No consortium is allowed. The work also shall not be subcontracted or outsourced.

4.2 Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of its proposal, including site visits, and BBMP GoK will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

4.3 Amendment of RFP Documents

At any time prior to the deadline for submission of proposal, BBMP, GoK may amend the RFP document by issuing suitable Addenda/corrigendum.
Any addenda/corrigendum thus issued shall be part of the RFP document, and will be published on the Karnataka Public Procurement portal. No claim will be entertained from any prospective bidder or the bidder regarding any issue pertaining to RFP, due to failure to note the addenda/corrigendum published on the Karnataka Public Procurement portal.
To give bidders reasonable time in which to take an Addendum/corrigendum into account in preparing their Proposals, BBMP, GoK may extend if necessary, the deadline for submission of Proposals.

4.4 Limits on Promotion

The bidder shall not make any reference to BBMP, GoK or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of BBMP. The bidder shall not perform any kind of promotion, publicity or advertising etc. at the department field offices through any kinds of hoardings, banners or the like without the express prior written consent of BBMP.

4.5 Use & Release of Bid Submissions

BBMP, GoK is not liable for any cost incurred by the bidder in the preparation and production of the proposal, the preparation or execution of any benchmark demonstrations, simulation or training service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of BBMP, GoK and may be returned at sole discretion. The content of each bidder’s Proposal will be

held in strict confidence during the evaluation process, and details of the proposals will not be discussed outside the evaluation process.

4.6 Deadline for submission of proposals

Proposals shall be received by BBMP, GoK through the Karnataka Public Procurement portal of the GoK no later than the time and date stipulated in the portal.

Note: It will be in the interest of the bidders to familiarize themselves with the Karnataka Public Procurement portal to ensure smooth preparation and submission of the tender documents, well in time.

4.7 Modification and Withdrawal of bids

No modification or withdrawal of bids is permitted in accordance with the Karnataka Public Procurement portal of the GoK.

4.8 Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of Proposals, and recommendations for the award of the project shall not be disclosed to any other persons not officially concerned with such process until the award to the successful bidder has been announced.

4.9 Correction of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened. The Karnataka Public Procurement portal will not allow any corrections after the submission of the bid.

4.10 Rejection Criteria

The bid is liable to be disqualified if

a) Technical Rejection
    i. Bids valid for a shorter period (less than 180 days)
    ii. If the information provided by the bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
    iii. Any effort on the part of a bidder to influence the bid evaluation, bid comparison or contract award decisions.
    iv. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
    v. Revelation of Prices in any form or by any reason before opening the Commercial Bid.

vi. Submission of the commercial bid details as part of the technical proposal.
vii. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
viii. Failure to furnish appropriate proofs for information provided
ix. Bids not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the bidder.
x. Bids not complying with all the Technical and General Terms and conditions as stated in the RFP Documents.
xi. Bids not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
xii. If the bid does not confirm to the timelines indicated in the bid.

b) Commercial Rejection
   i. Incomplete Price Bid
   ii. Price Bids that do not conform to the Tender's price bid format.
   iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

4.11 Performance Bank Guarantee

a) The successful bidder shall at his/her own expense deposit with BBMP, GoK, within Fifteen (15) days of the date of issue of LoI, or issue of purchase order whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Commercial Bank in India, acceptable to BBMP, payable on demand, for the due performance and fulfilment of the contract by the bidder.
b) The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.
c) PBG shall be submitted by the successful bidder for 5 % of the contract value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
d) PBG's submitted shall be valid till the end of three months after the period of end of contract.
e) The Performance Bank Guarantee shall be discharged / returned by BBMP upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no

interest shall be payable on the Performance Bank Guarantee.

f) In the event of the bidder being unable to service the contract, BBMP GoK shall revoke the PBG. BBMP, GoK shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
g) BBMP, GoK shall also be entitled to make recoveries from the Bidder bills , PBG or any other payment due, in case of any error/ omission on bidder's part.
h) The PBG shall be furnished in the format **Appendix-8**.

4.12 Payment Terms

Successful bidder shall be paid as per the deliverable milestone for Dashboard implementation after deduction of any penalty.

The fee for the Program Management shall be paid as equal payout on monthly basis post submission and acceptance of the Monthly Progress Report.

4.13 Liquidated Damages

Subject to clause for Force Majeure if the bidder fails to complete the assignment in compliance to the RFP before the scheduled completion date or the extended date or if bidder repudiates the Contract before completion of the Work, the BBMP at its discretion may, without prejudice to any other right or remedy available to the BBMP under the Contract, forfeit the entire performance bank guarantee submitted by the bidder, apart from blacklisting of the bidder for further participation in any of the tenders of the BBMP, Government of Karnataka.

Any such recovery or liquidated damages shall not in any way relieve the bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

4.14 Termination of Contract

The bidder shall adhere to all the requirements of RFP, process and guidelines issued by BBMP. Any violations / non-compliance of any of the conditions will entail termination of the contract without prejudice to the rights of the BBMP - GoK to impose such penalties as specified in the RFP and the Agreement. Upon such termination, BBMP will have the right to forfeit the entire performance bank guarantee submitted by the bidder, apart from blacklisting of the bidder for further participation in any of the tenders of BBMP.

Upon termination, BBMP will have the right to put in place any other agency for carrying out the remaining work. Any extra expenditure shall be recoverable from the bidder.

Where a change of management of the bidder has occurred whereby the bidder's company has merged, amalgamated or been taken over, due to which the majority shareholding of the bidder has been transferred to another entity, and in case requirements for the bidder set out in the RFP are not complied with, the BBMP GoK may through a 30 (thirty) days written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.

4.15 Limitation of Liability

Except in case of gross negligence or wilful misconduct:

a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the BBMP; and

b) The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total contract value provided, however, that this limitation shall not apply to any liability for damages arising from (i) wilful misconduct or (ii) indemnification against third party claims for infringement (iii) or tortuous liability arising out of misconduct or negligence or (iv) death

c) BBMP shall not be liable to the bidder in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract.

d) Liability arising out of any legal conditions shall survive the term (i.e. termination / expiry) of the contract.

4.16 Contract Amendment

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

4.17 Notices

a) Any notice or other document, which may be given by either Party under this Agreement or RFP or under the SLA, shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission or through email to the notified address.

b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Bhruhat Bengaluru Mahanagara Palike Address: Hudson Circle, Bangalore - 560002 (Opposite LIC Building, Near Town Hall) Tel: 080- Fax: 080- Email:	Bidder: Address: ..... Tel: ..... Fax: ..... Email: .....

c) Any notice or other document shall be deemed to have been given to the other Party on the same day provided:

i. If delivered between hours of 10 AM and 5 PM on a working day at the address of the above party as set forth above in case of delivery in person or through email.

ii. If sent by fax, provided the copy fax is accompanied by a confirmation of transmission.

On the next working day thereafter if delivered outside such hours and 7 days from the date of posting (if by letter).

d) Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated email for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

4.18 Dispute Settlement

If any dispute arises between BBMP and the selected bidder in connection with, or arising out of, the agreement or RFP or the execution of the Project; the matter in dispute which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall, in the first place, be referred to the Chief Commissioner BBMP. Either party may refer a dispute to the Chief Commissioner BBMP, who shall give a decision in writing within 30 days of reference of dispute.

In case either party is not satisfied with the decision of the Chief Commissioner BBMP, they can institute arbitration proceedings as per Indian Arbitration and reconciliation Act, 1996, after a 30 days notice period.

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Center, Karnataka (domestic and international) rules 2012, by one or more Arbitrators appointed in accordance with its rules.

Arbitration proceedings shall be held in Bengaluru and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

4.19 Force Majeure

a) Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lockouts beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of Government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.

b) The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detail in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.
    i. In the event the Force Majeure substantially prevents, hinders or delays the successful bidder’s performance of Services necessary for project’s implementation or the operation of Project’s critical business functions for a period in excess of 3 days, the BBMP may declare that an emergency exists. However, when the situation arising out of force Majeure comes to an end in the assessment of BBMP, the successful bidder shall resume normal activities under this agreement immediately. If BBMP considers it necessary, may grant an extension of time to the successful bidder for resuming normal activities under this agreement. If the successful bidder does not resume normal activities immediately or within the

extended period, if any, granted by the BBMP, the BBMP will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from an alternate Bidder at the cost of successful bidder and/or terminate this Agreement.

ii. Notwithstanding the terms of this Article, failure on part of the successful bidder terms to implement any disaster contingency planning, insurance coverage and back-up and other data safeguards in accordance with the terms of the RFP or this Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

4.20 Indemnity

The selected bidder (the "Indemnifying Party") undertakes to indemnify the BBMP, (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.

The indemnities set out shall be subject to the following conditions:

a) The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
b) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
c) If the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
d) The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
e) All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all

liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

f) The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
g) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
h) In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates;
i) In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates.

5.Service Level Agreement (SLA)

Selected bidder should adhere to the SLA's mentioned below from the date of issue of PO/award of contract. Any delay will render the bidder liable for penalty at the rate as mentioned in the table below:

Dashboard Implementation			
Sr No	**Description**	**Timeline**	**Penalty**
1	Initial system study and preparation of Functional Requirement Specification (FRS) for an integrated dashboard	T +30 days	Rs. 1000 per every week of delay
2	Software Requirements Specification (SRS) and Software Design Document (SDD)	T + 45 days	Rs. 1000 per every week of delay
3	Develop the Dashboard Solution and host in KSDC	T+ 120 days	Rs. 1000 per every week of delay
4	Capacity building & Training of the department	T+145 days	Rs. 1000 per every week of delay

The maximum penalty for Dashboard is 10% of the total value for Dashboard implementation. Any delay in deliverable or deployment directly not attributable to the firm would not be considered for calculating the penalty.

Program Management			
Sr No	**Description**	**Timeline**	**Penalty**
1	Delay in resource deployment	Baseline: Within 30 days of the issue of LOI/PO.	No penalty
		Above 30 days of the issue of LOI/PO	Rs. 5000 per resource on every month of delay

The maximum penalty is 10% of the total value for Program Management.

6. Resource Deployment

6.1 The bidder shall deploy the resource/s within 30 days of the receipt of the LOI/PO from BBMP.

6.2 Bidder should deploy resources who are having good understanding of Domain and Technology.

6.3 The deployed resources shall be present fulltime onsite on all Government of Karnataka working days and also on other days, if there is a requirement for the project.

6.4 Bidders shall propose team thus ensuring proper & timely delivery of the required services. Such personnel should be professionally qualified with relevant experience. Bidders must clearly mention these details in their manpower deployment plan and CV's will need to be provided for all proposed resources, as part of bidder's Technical proposal.

6.5 BBMP reserves the right to ask for replacement of any resource who do not display adequate expertise and experience or for any other reasons for the intended job. The replacement must be to the satisfaction of the BBMP. There should be atleast 15 days of transition/knowledge transfer between the resource transitioning out and the resource transitioning in.

6.6 Payment shall be made based on the actual resources deployed on a monthly basis for the Program management on submission of Monthly progress Report.

6.7 For the Dashboard implementation the solutioning and development team shall work remotely to ensure timely deliverables as per the milestones mentioned in the scope of work for the Dashboard implementation. The payment for the Dashboard will be as per the milestone described in section 3 of this RFP.

Appendix-1 – Covering Letter

(To be submitted in firm/ company letter head)

To,
The Commissioner,
Bruhat Bengaluru Mahanagara Palike
Hudson Circle, Bangalore - 560002
(Opposite LIC Building, Near Town Hall)

Sir/Madam,

Subject: RFP for selection of an agency for providing Dashboard and Program Management (IT) services for BBMP
Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned bidder/s, having read and examined in detail all the bidding documents in respect to the RFP for selection of an agency for providing Dashboard and Program Management (IT) services for BBMP, do hereby propose to provide our services as specified in Tender.

Technical Response

We confirm having submitted the information as required by you in your Request for Proposal document. In case you require any other further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

Deviations

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations from the requirements mentioned in this RFP

Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in the RFP.

Validity of this Bid

We agree to abide by this tender response for a period of 180 days after the date of opening of bids prescribed by the BBMP, GoK and it shall remain binding upon us with full force and virtue, until, within this period, a formal contract is prepared and executed. This tender response,

together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and BBMP.

We undertake, if our proposal is accepted, to adhere to the implementation plan for the Proposed System at BBMP put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and BBMP or its appointed representatives.

We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory)
Name :
Designation:
Seal :
Date :
Place :

Appendix-2 – Turnover Details

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the annual turnover furnished by << COMPANY NAME >> for last 3 years i.e. 2021-22, 2022-23, 2023-24, is as below. This is as per the Statement of Accounts which has been duly verified by me and found correct.

Financial year	Total Turnover of the Company (Rs.)
2021-22	
2022-23	
2023-24	

Place:

Date:

Seal & Signature of Chartered Accountant

Appendix–3 – Financial Bid Format

Bidders shall quote all-inclusive prices **(i.e. price inclusive of taxes and all other expenses)**. This price shall be inputted by bidders directly in KPPP portal.

Sr No	Description	Lumpsum Amount
1	Dashboard Implementation (payment as per the milestone defined in this RFP)	
2	Program Management (Full time deployment of three resources as specified in the technical criteria for 12 months duration, fee payable on monthly basis)	
	Total	

Note:

a) The selection Bidder is required to submit breakup of the cost to BBMP
b) The above rates are inclusive of all charges
c) BBMP reserves the rights to vary the order from 75% to 125% of the total intended requirement, at the discovered price.
d) Any scope creep arising after initiation of the contract, shall be mutually discussed and the rates discovered shall be taken for arriving at the Change request.
e) Successful bidder shall provide the breakup of the man month cost for each of the proposed resource, in line with their Technical proposal.

Appendix–4 – Undertaking on being not blacklisted

(To be submitted in firm/ company letter head)

This is to certify that << COMPANY NAME >> is not blacklisted by Government of Karnataka or any of its Departments for any reasons, whatsoever and not blacklisted by Central / any other State / UT / Government or its Departments for indulging in corrupt, or fraudulent practices or deficiencies of services or for indulging in unfair trade practices as on date of submission of bid.

I/We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory)
Name :
Designation:
Date :
Place :

Appendix–5 – Format for Declaration of Acceptance of Terms and Conditions in RFP

(To be submitted in firm/ company letter head)

To,
The Commissioner,
Bruhat Bengaluru Mahanagara Palike
Hudson Circle, Bangalore - 560002
(Opposite LIC Building, Near Town Hall)

Sir/Madam,

Subject: RFP for selection of an agency for providing Dashboard and Program Management (IT) services for BBMP

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/Madam,
I have carefully gone through the Terms & Conditions contained in the RFP document [No. .....] regarding RFP for selection of an agency for providing Dashboard and Program Management (IT) services for BBMP.

I/We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. There are no deviations. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory)
Name :
Designation:

Date :
Place :

Appendix–6 – Format for Undertaking on litigation(s)

(To be submitted in firm/ company letter head)

This is to certify that << COMPANY NAME >> is not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP.

We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory)
Name :
Designation:
Date :
Place :

Appendix-7 – Details about the bidder

Sl. No.	Particulars			Details
1.	Name of the Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd/ Pvt. Ltd)			
4.	Details of Incorporation of the Company			Date:
				Ref. #
6.	Details of Commencement of Business			Date:
				Ref. #
8.	Valid GST no.			
9.	Permanent Account Number (PAN)			
10.	Name & Designation of the contact person to whom all references shall be made regarding this tender			
11.	Telephone No. (with STD Code)			
12.	E-Mail of the contact person			
13.	Mobile No.			
14.	Website			
15.	Financial Details (as per audited Balance Sheets) (in Cr)			
16.	Year	2020-2021	2021-2022	2022-2023
17.	Net Worth			
18.	Turn Over			
19.	PAT			

Appendix–8 – Format of Performance Bank Guarantee

PERFORMANCE GUARANTEE

Ref:
Bank Guarantee No:
Date:

To
The Commissioner,
Bruhat Bengaluru Mahanagara Palike
Hudson Circle, Bangalore - 560002
(Opposite LIC Building, Near Town Hall)

1. Against contract vide Advance Acceptance of the Tender No.<Tender Number dated DD/MM/YYYY> pertaining to “RFP for selection of an agency for providing Dashboard and Program Management (IT) services for BBMP” (hereinafter called the said 'contract') entered into between the BBMP, Government of Karnataka, (hereinafter called the BBMP) and M/s._____ , a Company incorporated under the Companies Act, 1956 and having its Registered Office at ..... (hereinafter called the Bidder) this is to certify that at the request of the Bidder we (name of the Bank / Branch .....) a body corporate constituted under the Banking Companies [Acquisition and Transfer of Undertakings] Act, 1970 and having its, Registered Office at..... and a branch office at ..... are holding in trust in favour of the BBMP, an amount of Rs..... (Rupees .....only)

to indemnify and keep indemnified the BBMP against any loss or damage that may be caused to or suffered by the BBMP by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the BBMP, whether by any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the BBMP shall be final and binding on us and the amount of

the said loss or damage shall be paid by us forthwith on demand and without demur to the BBMP.

2. We (Name of the Bank /Branch)..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____(Name of the Bank /Branch) by virtue of this guarantee before the said date, the same shall be enforceable against us .....(Name of the Bank/Branch) notwithstanding the fact that the same is enforced **within three months** after the said date, provided that notice of any such claim has been given to us .....(Name of the Bank/Branch) by the BBMP before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the BBMP.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we..... (Name of the Bank /Branch) undertake not to revoke this guarantee during its currency without the consent in writing of the BBMP.

4. We undertake to pay to the BBMP any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

6. We .....(Name of the Bank / Branch) further agree that the BBMP shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the BBMP against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, ...(Name of the Bank / Branch) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the BBMP to the said Bidder or for any forbearance and or omission on the part of the BBMP or any other matter or thing whatsoever,

which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed of Rs..... (Rupees in words only)

ii). The Bank Guarantee shall be valid up to .....; and;

iii) We..... (Name of the Bank / Branch) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before **.**.....

Authorized Signatory of the Bank

Signature
Full name/designation/ Address of the official and date

WITNESS NO. 1

Signature

Full name/designation/ Address

WITNESS NO. 2

Signature

Full name/designation/ Address